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10 Attorneys for Defendant  
11 MORNING LAW GROUP, P.C.

12 UNITED STATES BANKRUPTCY COURT  
13 CENTRAL DISTRICT OF CALIFORNIA – SANTA ANA  
14

15 In re:

16 THE LITIGATION PRACTICE  
17 GROUP P.C.,

18 Debtor.

19 ALTERYX, INC., a Delaware  
20 Corporation,

21 Plaintiff,

22 v.

23 MORNING LAW GROUP, P.C., a  
24 California Professional Corporation;  
25 and DOES 1-10, inclusive  
26 Defendants.

Case No.: 8:23-bk-10571-SC

Chapter 11

Adv. No. \_\_\_\_\_

**DEFENDANT MORNING LAW  
GROUP, P.C.'S NOTICE OF  
REMOVAL**

**TO THE HONORABLE SCOTT C. CLARKSON, UNITED STATES  
BANKRUPTCY JUDGE, AND TO ALL INTERESTED PARTIES:**

PLEASE TAKE NOTICE THAT, pursuant to 28 U.S.C. §§ 1452(a) and 1334(b) and Bankruptcy Rule 9027 Defendant Morning Law Group, P.C. (“MLG” or “Defendant”) hereby removes the civil action titled *Alteryx, Inc. v. Morning Law Group, P.C.*, et al., Case No. 30-2024-01385115-CU-BC-NJC from the Superior Court of the State of California for the County of Orange where it is now pending, to the United States Bankruptcy Court for the Central District of California, Santa Ana Division. For the reasons that follow, this matter is appropriate for removal to the Chapter 11 bankruptcy case of Litigation Practice Group (“Debtor” or “LPG”), which is currently pending before Hon. Scott C. Clarkson, Case No. 8:23-bk-10571-SC.

**I. FACTS ENTITLING PARTY TO FILE NOTICE OF REMOVAL**

1. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1334(b), which grants this Court “with original but not exclusive jurisdiction of all civil proceedings arising under Title 11 or arising in or related to cases under Title 11.”

2. The legal issue presented in the attached state court Complaint—whether, and from whom, Alteryx may recover unpaid rent for office space the Estate allegedly occupied for months without permission—is a question presently before this Court in Debtor’s bankruptcy case. *See* Ex. B at 9-15: Compl. dated 3/11/24.

3. Debtor LPG filed its Petition in this Court on March 20, 2023. Thereafter in December 2023, Plaintiff Alteryx, Inc. (“Alteryx” or “Plaintiff”) filed a motion before this Court for an allowance of administrative expense claim under 11 U.S.C. § 503(b). In support of its claim, Alteryx alleged that it subleased commercial property located in Irvine, California in 2022, to entities related to Debtor, that Debtor guaranteed payment, and that the Estate received the benefit of

1 using the property post-petition to operate Debtor’s business without permission or  
2 payment.<sup>1</sup> *See* Bk. ECF. No. 750 at 1-2. Alteryx seeks \$703,089.94 “as the fair  
3 rental value of the property for the amounts owed for the post-petition period of  
4 March 20, 2023 through October 11, 2023.” *Id.* at 7 (“Relief Requested”).  
5 Alteryx’s motion for an allowance of administrative expense claim is currently  
6 pending before this Court and is scheduled to be heard on April 25, 2024. The  
7 Trustee’s response is due on April 11, 2024.

8 4. On August 4, 2023, the Bankruptcy Court approved the sale of certain  
9 of Debtor’s assets to Defendant MLG as the successful bidder *See* ECF. No. 352  
10 at 11 (“Order Approving Sale”). Those assets were defined by the parties’ Asset  
11 Purchase Agreement and predominantly consisted of the Estate’s consumer-related  
12 legal accounts receivable, *i.e.*, client files. *See id.* at 25-29. This Court’s Order  
13 Approving Sale further ordered the Estate and MLG to enter into an Interim  
14 Association Agreement whereby MLG agreed to “satisfy[] the estate’s obligations”  
15 to existing clients during a 90-day gap period, to allow clients sufficient time to opt  
16 out of transferring their file to MLG for further representation. *Id.* at 17-19.

17 5. The gravamen of Alteryx’s state court Complaint is that MLG is  
18 responsible for rent payments for the subleased property identified in Alteryx’s  
19 administrative expense motion during this gap period, which is identified in the  
20 Complaint as September 2023 to on or about October 13, 2023. Alteryx’s  
21 Complaint claims it is entitled to \$235,823.23 in damages from MLG for that  
22 period based on breach of contract, breach of the duty of good faith and fair  
23 dealing, promissory estoppel, and fraud. *See* Ex. B at 10-11 (¶¶ 3, 6-11).

24 6. Alteryx thus is seeking payment from both the Estate and LPG for the  
25 *same* property during the *same* time period, albeit by asserting fundamentally  
26 inconsistent legal theories as to whether the Estate and/or MLG were lawfully on  
27

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28 <sup>1</sup> The property addresses at issue are Suites 400 and 490 of 3345 Michelson Drive  
and Suite 440 of 3347 Michelson Drive, Irvine, CA, 92612.

1 the premises during the relevant time period. Thus, the bankruptcy proceeding and  
2 the state court action are inextricably linked. Because the state court Complaint and  
3 the administrative expense claim motion raise identical legal questions based on  
4 the same core facts, removal is appropriate. *See* 28 U.S.C. § 1452(a); 28 U.S.C. §  
5 1334.

6 7. A resolution of both matters affects the orderly administration of the  
7 bankruptcy case, the debtor's Estate and the debtor-creditor relationship. In  
8 addition, a judgment against the Estate may lead to an offset of any potential  
9 judgment against MLG and vice versa. The risk of inconsistent decisions in the  
10 bankruptcy case and state court, as well as principles of judicial economy, further  
11 support removal.

## 12 **II. CORE/NON-CORE**

13 8. The state court action is a core proceeding pursuant to 28 U.S.C. §  
14 157(b)(2)(A) (matters concerning the administration of the estate), (B) (allowance  
15 or disallowance of claims against the estate), and (O) (other proceedings affecting  
16 the liquidation of the assets of the estate or the adjustment of the debtor-creditor  
17 relationship). MLG consents to final judgment by the Bankruptcy Court.

18 9. In the event that any claim or cause of action asserted in the state  
19 court Complaint is determined to be non-core, MLG consents to the entry of final  
20 orders or judgments by the bankruptcy judge.

## 21 **III. COPIES OF ALL PROCESS AND PLEADINGS**

22 10. Copies of the docket of the state court action and every other  
23 document on the docket are attached hereto as **Exhibits A-F**.

## 24 **IV. ACTION FILED AFTER COMMENCEMENT OF BANKRUPTCY** 25 **PROCEEDING**

26 11. The state court Complaint was commenced on or about March 11,  
27 2024. On March 15, 2024, counsel for MLG received the first pleading and a copy  
28 of the Summons and Complaint. MLG accepted service via notice of

1 acknowledgement of receipt on March 23, 2024. This Notice of Removal is being  
2 filed within 30 days of receipt of a copy of the Complaint.

3 **V. NON-ADMISSION AND NON-WAIVER**

4 12. MLG does not intend for anything in this Notice of Removal to  
5 constitute an admission that Plaintiff is entitled to any relief.

6 13. MLG does not intend for anything in this Notice of Removal to  
7 constitute a waiver of any defense.

8 **PLEASE TAKE FURTHER NOTICE** that, in accordance with  
9 Bankruptcy Rules 9027(b), MLG will serve a copy of this Notice of Removal on  
10 all parties to the state court action and will file a copy of this Notice of Removal  
11 with the clerk for the state court.

12 **PLEASE TAKE FURTHER NOTICE** that, pursuant to Bankruptcy Rule  
13 9027(c), the parties to the removed action shall proceed no further in the state court  
14 unless and until the action is remanded.

15 Respectfully submitted,

16 Dated: April 10, 2024

17 DTO LAW

18 By: /s/ Michael W. Davis

19 Michael W. Davis

20 William A. Delgado

21 Attorneys for Defendant  
22 MORNING LAW GROUP, P.C.  
23  
24  
25  
26  
27  
28

# EXHIBIT A

## Case Summary:

Case Id:	30-2024-01385115-CU-BC-NJC
Case Title:	ALTERYX, INC. VS. MORNING LAW GROUP, P.C.
Case Type:	BREACH OF CONTRACT/WARRANTY
Filing Date:	03/11/2024
Category:	CIVIL - UNLIMITED

## Register Of Actions:

ROA	Docket	Filing Date	Filing Party	Document	Select
1	E-FILING TRANSACTION 11276695 RECEIVED ON 03/11/2024 02:43:59 PM.	03/14/2024		NV	
2	COMPLAINT FILED BY ALTERYX, INC. ON 03/11/2024	03/11/2024		7 pages	<input type="checkbox"/>
3	CIVIL CASE COVER SHEET FILED BY ALTERYX, INC. ON 03/11/2024	03/11/2024		2 pages	<input type="checkbox"/>
4	SUMMONS ISSUED AND FILED FILED BY ALTERYX, INC. ON 03/11/2024	03/11/2024		1 pages	<input type="checkbox"/>
5	PAYMENT RECEIVED BY ONELEGAL FOR 194 - COMPLAINT OR OTHER 1ST PAPER IN THE AMOUNT OF 435.00, TRANSACTION NUMBER 13381972 AND RECEIPT NUMBER 13210164.	03/14/2024		1 pages	<input type="checkbox"/>
6	CASE ASSIGNED TO JUDICIAL OFFICER VU, NATHAN ON 03/11/2024.	03/11/2024		NV	
7	CASE MANAGEMENT CONFERENCE SCHEDULED FOR 08/15/2024 AT 08:30:00 AM IN N15 AT NORTH JUSTICE CENTER.	03/14/2024		2 pages	<input checked="" type="checkbox"/>
8	E-FILING TRANSACTION 41628655 RECEIVED ON 03/25/2024 02:06:43 PM.	03/25/2024		NV	
9	NOTICE AND ACKNOWLEDGMENT OF RECEIPT FILED BY ALTERYX, INC. ON 03/25/2024	03/25/2024		1 pages	<input checked="" type="checkbox"/>

## Participants:

Name	Type	Assoc	Start Date	End Date
MORNING LAW GROUP, P.C.	DEFENDANT		03/14/2024	
SNELL & WILMER L.L.P.	ATTORNEY		03/14/2024	
ALTERYX, INC.	PLAINTIFF		03/14/2024	

## Hearings:

Description	Date	Time	Department	Judge
CASE MANAGEMENT CONFERENCE	08/15/2024	08:30	N15	VU

Print this page

# EXHIBIT B

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Attorneys for Alteryx, Inc.

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF ORANGE

Assigned for All Purposes  
Judge Nathan Vu

ALTERYX, INC., a Delaware Corporation,  
Plaintiff,  
v.  
MORNING LAW GROUP, P.C., a  
California Professional Corporation; and  
DOES 1-10, inclusive,  
Defendants.

Case No. 30-2024-01385115-CU-BC-NJC

**Alteryx, Inc.'s Complaint for:**

- (1) Breach of Contract;**
- (2) Breach of the Implied Covenant of Good Faith and Fair Dealing;**
- (3) Promissory Estoppel;**
- (4) Fraudulent Inducement; and**
- (5) Common Count—Goods and Services Rendered**

**DEMAND FOR JURY TRIAL**

Alteryx, Inc. ("Alteryx") alleges as follows:

**JURISDICTION AND VENUE**

1. Jurisdiction for this matter properly lies with this Court because the amount in controversy is within the jurisdictional limits of the Superior Court of the State of California for an unlimited civil case. Further, the parties are located in, reside in, and/or conduct business in Orange County, California.

2. Venue is proper in this Court because both parties conducted business related to this action in Orange County, California. Further, most of the underlying events

1 that form the bases of this action occurred in Orange County, California.

2 **PARTIES**

3 3. Alteryx is now, and at all relevant times was, a corporation incorporated in  
4 Delaware and registered to do business in California, with its principal place of business  
5 in Irvine, Orange County, California. Alteryx is the immediate tenant and sublandlord of  
6 the real property commonly known as 3347 Michelson Drive, Suite 400, Irvine, California  
7 92612 (the “Property” or “Premises”).

8 4. Morning Law Group (“MLG”) is, and at all relevant times was, a  
9 professional corporation incorporated in California, with its principal place of business in  
10 Irvine, Orange County, California. MLG sublet the Premises from Alteryx.

11 5. Alteryx does not know the true names or capacities of the defendants sued  
12 herein as DOES 1-10, inclusive, and will amend this complaint to allege such facts as  
13 soon as they are ascertained. Alteryx is informed and believes that MLG and the  
14 defendants named as DOES 1-10, and each of them, are and acted as the agents, partners,  
15 co-venturers, shareholders, directors, employees, servants, and/or alter egos of each other.  
16 By virtue of such capacities, the defendants, and each of them, are legally responsible for  
17 the conduct, acts and omissions alleged herein. At such time as the true names and  
18 identities of the defendants named fictitiously herein as DOES 1-10 become known to  
19 Alteryx, Alteryx will amend this complaint to insert such true names and capacities.

20 **GENERAL ALLEGATIONS**

21 6. Alteryx incorporates herein by this reference paragraphs 1 through 5 of this  
22 complaint as if set forth in full.

23 7. This dispute arises from MLG’s breach of a commercial lease to sublet the  
24 Property from Alteryx. Despite MLG’s occupancy of the Property, MLG has failed to pay  
25 Alteryx anything that is due and owing under the parties’ agreement. Through this action,  
26 Alteryx seeks to recover any and all damages resulting from MLG’s breach.

27 8. In September 2023, MLG entered into a short-term lease to sublet the  
28 Property from Alteryx for basic rent, plus additional rent to cover parking, HVAC, and

1 other tenant-responsible utilities for the period of the short-term tenancy (the “Lease”).

2 Under the Lease, MLG’s right to occupy the Property terminated on October 2, 2023. The  
3 Lease constitutes an express agreement between the parties with clear terms evidenced by  
4 multiple written exchanges and MLG’s conduct, including, *inter alia*, its occupancy of the  
5 Property.

6 9. MLG vacated the Property on or about October 13, 2023.

7 10. To date, MLG is in default of its rental obligations in the amount of no less  
8 than \$235,823.23. Indeed, MLG has yet to make any payment to Alteryx for its occupancy  
9 of the Property.

10 11. Despite Alteryx’s multiple attempts to resolve this dispute amicably, MLG  
11 has only strung Alteryx along and failed to comply with its contractual obligations. This  
12 suit follows.

13 **FIRST CAUSE OF ACTION**

14 (Breach of Contract Against MLG and DOES 1-10)

15 12. Alteryx incorporates herein by this reference paragraphs 1 through 11 of this  
16 complaint as if set forth in full.

17 13. The Lease constitutes a valid and enforceable contract between Alteryx, on  
18 the one hand, and MLG, on the other hand.

19 14. Alteryx has performed, or attempted to perform, all material elements and  
20 conditions of the Lease except for those acts that have been prevented, delayed, or  
21 excused by the acts or omissions of MLG.

22 15. All conditions required for MLG to perform had occurred prior to the  
23 breach.

24 16. MLG breached its obligations under the Lease by, *inter alia*, failing to pay  
25 any and all rent that is due and owing under the agreement.

26 17. Alteryx was harmed by MLG’s breach of the Lease. This breach was a  
27 substantial factor in causing Alteryx’s harm.

28 ///

1 18. As a direct and proximate result of MLG's breach, Alteryx has incurred  
2 damages, in an amount subject to proof at trial, but in no event less than \$235,823.23, plus  
3 attorneys' fees and costs as recoverable under applicable law.

4 **SECOND CAUSE OF ACTION**

5 (Breach of the Implied Covenant of Good Faith and Fair Dealing  
6 Against MLG and DOES 1-10)

7 19. Alteryx incorporates herein by this reference paragraphs 1 through 18 of this  
8 complaint as if set forth in full.

9 20. In every contract or agreement there is an implied covenant of good faith  
10 and fair dealing. This implied promise means that each party will not do anything to  
11 unfairly interfere with the right of any other party to receive the benefits of the contract.

12 21. The Lease constitutes a valid and enforceable contract between Alteryx, on  
13 the one hand, and MLG, on the other hand.

14 22. Alteryx has performed, or attempted to perform, all material elements and  
15 conditions of the Lease except for those acts that have been prevented, delayed, or  
16 excused by the acts or omissions of MLG.

17 23. All conditions required for MLG to perform had occurred prior to the  
18 breach.

19 24. MLG breached the covenant of good faith and fair dealing by acting in such  
20 a manner as to deprive Alteryx of the benefits of its bargain. Such deprivation occurred as  
21 a result of the acts and omissions complained of throughout, including failure to pay any  
22 and all rent that is due and owing under the Lease.

23 25. Accordingly, MLG did not act fairly and in good faith.

24 26. Alteryx was harmed by the breach of the covenant of good faith and fair  
25 dealing. This breach was a substantial factor in causing Alteryx's harm.

26 27. As a direct and proximate result of MLG's breach, Alteryx has incurred  
27 damages, in an amount subject to proof at trial, but in no event less than \$235,823.23, plus  
28 attorneys' fees and costs as recoverable under applicable law.

**THIRD CAUSE OF ACTION**

(Promissory Estoppel Against MLG and DOES 1-10)

28. Alteryx incorporates herein by this reference paragraphs 1 through 27 of this complaint as if set forth in full.

29. In September 2023, MLG entered into a clear and unambiguous agreement to sublet the Property from Alteryx for basic rent, plus additional rent to cover parking, HVAC, and other tenant-responsible utilities.

30. In doing so, MLG knew or should have known that Alteryx would be reasonably induced to rely on MLG's promise to pay rent for occupancy of the space. Indeed, Alteryx allowed MLG to occupy the Property and abstained from other opportunities to sublet the Premises.

31. Alteryx reasonably relied on MLG's promises. Under no circumstances was MLG ever permitted to maintain possession of the Property without consideration.

32. MLG has not performed any part of its promise, which has caused harm to Alteryx.

33. As a direct and proximate result of MLG's breach, Alteryx has incurred damages, in an amount subject to proof at trial, but in no event less than \$235,823.23, plus attorneys' fees and costs as recoverable under applicable law.

34. Injustice can be avoided only by enforcing MLG's promise completely.

**FOURTH CAUSE OF ACTION**

(Fraudulent Inducement Against MLG and DOES 1-10)

35. Alteryx incorporates herein by this reference paragraphs 1 through 34 of this complaint as if set forth in full.

36. As described in detail throughout, MLG wrongfully, and with the intent to defraud, made numerous representations to Alteryx to induce Alteryx to enter into the Lease and allow it to occupy the space, including, *inter alia*, MLG's payment of rent.

37. The representations made by MLG were false. Alteryx is informed and believes, and on that basis alleges, that the true facts are that MLG, at the time it made the

1 false promises to Alteryx, had no intention of paying any rent for its occupancy of the  
2 Property. Instead, MLG intended to defraud Alteryx and maintain possession of the  
3 Property, without paying any rent, while reaping the resulting financial rewards.

4 38. At the time of the described misrepresentations, Alteryx was ignorant of the  
5 falsity of MLG's representations and believed them to be true. In reliance on the  
6 representations, Alteryx entered into the Lease and allowed MLG to occupy the Property.

7 39. Alteryx justifiably relied on MLG's representations.

8 40. As a direct and proximate result of MLG's fraud, Alteryx has incurred  
9 damages, in an amount subject to proof at trial, but in no event less than \$235,823.23, plus  
10 attorneys' fees and costs as recoverable under applicable law.

11 41. Alteryx is informed and believes, and on that basis alleges, that MLG's  
12 conduct was done with the intention of causing injury to Alteryx, and was fraudulent,  
13 willful, wanton, and malicious, so as to justify an award of exemplary and punitive  
14 damages. Alteryx is further informed and believes, and on that basis alleges, that MLG  
15 perpetrated the above-described acts in bad faith, in a knowing, willful, malicious and  
16 fraudulent manner and with the intent and purpose of advancing its own gain at the  
17 expense of Alteryx's rights and interests, and that MLG failed to cooperate with Alteryx  
18 to prevent the losses alleged above, but rather, concealed material facts and lied to Alteryx  
19 thereby assuring Alteryx's damages would be maximized.

20 **FIFTH CAUSE OF ACTION**

21 (Common Count—Goods and Services Rendered—Against MLG and DOES 1-10)

22 42. Alteryx incorporates herein by this reference paragraphs 1 through 41 of this  
23 complaint as if set forth in full.

24 43. MLG became indebted to Alteryx for the goods and services delivered by  
25 Alteryx to MLG, including occupancy of the Property, which goods and services were of  
26 the reasonable value of at least \$235,823.23. As of the date of this complaint, no less than  
27 \$235,823.23 remains due, owing, and unpaid from MLG to Alteryx for these goods and  
28 services.

44. Despite demand by Alteryx, MLG has refused to pay the sums owing or any part thereof, and there is now due, owing and unpaid from MLG to Alteryx the sum of at least \$235,823.23 together with interest accruing thereon at the legal rate.

**PRAYER FOR RELIEF**

**WHEREFORE**, based on the foregoing, Alteryx prays for relief as follows:

1. For damages in an amount subject to proof at trial, but in no event less than \$235,823.23;
2. For allowable interest at the legal rate;
3. For punitive damages;
4. For reasonable attorneys' fees to the extent recoverable by contract, law, or statute;
5. For costs of suit; and
6. For such further and other relief as the Court deems just and proper.

**DEMAND FOR JURY TRIAL**

Alteryx hereby demands a jury trial on each and every cause of action set forth herein.

Dated: March 11, 2024

SNELL & WILMER L.L.P.

By: 

Jeffrey M. Singletary  
Justin F. Mello  
Attorneys for Alteryx, Inc.

SNELL & WILMER  
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# EXHIBIT C

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Attorneys for Alteryx, Inc.

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF ORANGE

Assigned for All Purposes  
Judge Nathan Vu

ALTERYX, INC., a Delaware Corporation,  
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v.  
MORNING LAW GROUP, P.C., a  
California Professional Corporation; and  
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Case No. 30-2024-01385115-CU-BC-NJC

**Alteryx, Inc.’s Complaint for:**

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**DEMAND FOR JURY TRIAL**

Alteryx, Inc. (“Alteryx”) alleges as follows:

**JURISDICTION AND VENUE**

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2. Venue is proper in this Court because both parties conducted business related to this action in Orange County, California. Further, most of the underlying events

1 that form the bases of this action occurred in Orange County, California.

2 **PARTIES**

3 3. Alteryx is now, and at all relevant times was, a corporation incorporated in  
4 Delaware and registered to do business in California, with its principal place of business  
5 in Irvine, Orange County, California. Alteryx is the immediate tenant and sublandlord of  
6 the real property commonly known as 3347 Michelson Drive, Suite 400, Irvine, California  
7 92612 (the “Property” or “Premises”).

8 4. Morning Law Group (“MLG”) is, and at all relevant times was, a  
9 professional corporation incorporated in California, with its principal place of business in  
10 Irvine, Orange County, California. MLG sublet the Premises from Alteryx.

11 5. Alteryx does not know the true names or capacities of the defendants sued  
12 herein as DOES 1-10, inclusive, and will amend this complaint to allege such facts as  
13 soon as they are ascertained. Alteryx is informed and believes that MLG and the  
14 defendants named as DOES 1-10, and each of them, are and acted as the agents, partners,  
15 co-venturers, shareholders, directors, employees, servants, and/or alter egos of each other.  
16 By virtue of such capacities, the defendants, and each of them, are legally responsible for  
17 the conduct, acts and omissions alleged herein. At such time as the true names and  
18 identities of the defendants named fictitiously herein as DOES 1-10 become known to  
19 Alteryx, Alteryx will amend this complaint to insert such true names and capacities.

20 **GENERAL ALLEGATIONS**

21 6. Alteryx incorporates herein by this reference paragraphs 1 through 5 of this  
22 complaint as if set forth in full.

23 7. This dispute arises from MLG’s breach of a commercial lease to sublet the  
24 Property from Alteryx. Despite MLG’s occupancy of the Property, MLG has failed to pay  
25 Alteryx anything that is due and owing under the parties’ agreement. Through this action,  
26 Alteryx seeks to recover any and all damages resulting from MLG’s breach.

27 8. In September 2023, MLG entered into a short-term lease to sublet the  
28 Property from Alteryx for basic rent, plus additional rent to cover parking, HVAC, and

1 other tenant-responsible utilities for the period of the short-term tenancy (the “Lease”).

2 Under the Lease, MLG’s right to occupy the Property terminated on October 2, 2023. The  
3 Lease constitutes an express agreement between the parties with clear terms evidenced by  
4 multiple written exchanges and MLG’s conduct, including, *inter alia*, its occupancy of the  
5 Property.

6 9. MLG vacated the Property on or about October 13, 2023.

7 10. To date, MLG is in default of its rental obligations in the amount of no less  
8 than \$235,823.23. Indeed, MLG has yet to make any payment to Alteryx for its occupancy  
9 of the Property.

10 11. Despite Alteryx’s multiple attempts to resolve this dispute amicably, MLG  
11 has only strung Alteryx along and failed to comply with its contractual obligations. This  
12 suit follows.

13 **FIRST CAUSE OF ACTION**

14 (Breach of Contract Against MLG and DOES 1-10)

15 12. Alteryx incorporates herein by this reference paragraphs 1 through 11 of this  
16 complaint as if set forth in full.

17 13. The Lease constitutes a valid and enforceable contract between Alteryx, on  
18 the one hand, and MLG, on the other hand.

19 14. Alteryx has performed, or attempted to perform, all material elements and  
20 conditions of the Lease except for those acts that have been prevented, delayed, or  
21 excused by the acts or omissions of MLG.

22 15. All conditions required for MLG to perform had occurred prior to the  
23 breach.

24 16. MLG breached its obligations under the Lease by, *inter alia*, failing to pay  
25 any and all rent that is due and owing under the agreement.

26 17. Alteryx was harmed by MLG’s breach of the Lease. This breach was a  
27 substantial factor in causing Alteryx’s harm.

28 ///

1 18. As a direct and proximate result of MLG's breach, Alteryx has incurred  
2 damages, in an amount subject to proof at trial, but in no event less than \$235,823.23, plus  
3 attorneys' fees and costs as recoverable under applicable law.

4 **SECOND CAUSE OF ACTION**

5 (Breach of the Implied Covenant of Good Faith and Fair Dealing  
6 Against MLG and DOES 1-10)

7 19. Alteryx incorporates herein by this reference paragraphs 1 through 18 of this  
8 complaint as if set forth in full.

9 20. In every contract or agreement there is an implied covenant of good faith  
10 and fair dealing. This implied promise means that each party will not do anything to  
11 unfairly interfere with the right of any other party to receive the benefits of the contract.

12 21. The Lease constitutes a valid and enforceable contract between Alteryx, on  
13 the one hand, and MLG, on the other hand.

14 22. Alteryx has performed, or attempted to perform, all material elements and  
15 conditions of the Lease except for those acts that have been prevented, delayed, or  
16 excused by the acts or omissions of MLG.

17 23. All conditions required for MLG to perform had occurred prior to the  
18 breach.

19 24. MLG breached the covenant of good faith and fair dealing by acting in such  
20 a manner as to deprive Alteryx of the benefits of its bargain. Such deprivation occurred as  
21 a result of the acts and omissions complained of throughout, including failure to pay any  
22 and all rent that is due and owing under the Lease.

23 25. Accordingly, MLG did not act fairly and in good faith.

24 26. Alteryx was harmed by the breach of the covenant of good faith and fair  
25 dealing. This breach was a substantial factor in causing Alteryx's harm.

26 27. As a direct and proximate result of MLG's breach, Alteryx has incurred  
27 damages, in an amount subject to proof at trial, but in no event less than \$235,823.23, plus  
28 attorneys' fees and costs as recoverable under applicable law.

**THIRD CAUSE OF ACTION**

(Promissory Estoppel Against MLG and DOES 1-10)

28. Alteryx incorporates herein by this reference paragraphs 1 through 27 of this complaint as if set forth in full.

29. In September 2023, MLG entered into a clear and unambiguous agreement to sublet the Property from Alteryx for basic rent, plus additional rent to cover parking, HVAC, and other tenant-responsible utilities.

30. In doing so, MLG knew or should have known that Alteryx would be reasonably induced to rely on MLG's promise to pay rent for occupancy of the space. Indeed, Alteryx allowed MLG to occupy the Property and abstained from other opportunities to sublet the Premises.

31. Alteryx reasonably relied on MLG's promises. Under no circumstances was MLG ever permitted to maintain possession of the Property without consideration.

32. MLG has not performed any part of its promise, which has caused harm to Alteryx.

33. As a direct and proximate result of MLG's breach, Alteryx has incurred damages, in an amount subject to proof at trial, but in no event less than \$235,823.23, plus attorneys' fees and costs as recoverable under applicable law.

34. Injustice can be avoided only by enforcing MLG's promise completely.

**FOURTH CAUSE OF ACTION**

(Fraudulent Inducement Against MLG and DOES 1-10)

35. Alteryx incorporates herein by this reference paragraphs 1 through 34 of this complaint as if set forth in full.

36. As described in detail throughout, MLG wrongfully, and with the intent to defraud, made numerous representations to Alteryx to induce Alteryx to enter into the Lease and allow it to occupy the space, including, *inter alia*, MLG's payment of rent.

37. The representations made by MLG were false. Alteryx is informed and believes, and on that basis alleges, that the true facts are that MLG, at the time it made the

1 false promises to Alteryx, had no intention of paying any rent for its occupancy of the  
2 Property. Instead, MLG intended to defraud Alteryx and maintain possession of the  
3 Property, without paying any rent, while reaping the resulting financial rewards.

4 38. At the time of the described misrepresentations, Alteryx was ignorant of the  
5 falsity of MLG's representations and believed them to be true. In reliance on the  
6 representations, Alteryx entered into the Lease and allowed MLG to occupy the Property.

7 39. Alteryx justifiably relied on MLG's representations.

8 40. As a direct and proximate result of MLG's fraud, Alteryx has incurred  
9 damages, in an amount subject to proof at trial, but in no event less than \$235,823.23, plus  
10 attorneys' fees and costs as recoverable under applicable law.

11 41. Alteryx is informed and believes, and on that basis alleges, that MLG's  
12 conduct was done with the intention of causing injury to Alteryx, and was fraudulent,  
13 willful, wanton, and malicious, so as to justify an award of exemplary and punitive  
14 damages. Alteryx is further informed and believes, and on that basis alleges, that MLG  
15 perpetrated the above-described acts in bad faith, in a knowing, willful, malicious and  
16 fraudulent manner and with the intent and purpose of advancing its own gain at the  
17 expense of Alteryx's rights and interests, and that MLG failed to cooperate with Alteryx  
18 to prevent the losses alleged above, but rather, concealed material facts and lied to Alteryx  
19 thereby assuring Alteryx's damages would be maximized.

20 **FIFTH CAUSE OF ACTION**

21 (Common Count—Goods and Services Rendered—Against MLG and DOES 1-10)

22 42. Alteryx incorporates herein by this reference paragraphs 1 through 41 of this  
23 complaint as if set forth in full.

24 43. MLG became indebted to Alteryx for the goods and services delivered by  
25 Alteryx to MLG, including occupancy of the Property, which goods and services were of  
26 the reasonable value of at least \$235,823.23. As of the date of this complaint, no less than  
27 \$235,823.23 remains due, owing, and unpaid from MLG to Alteryx for these goods and  
28 services.

1 44. Despite demand by Alteryx, MLG has refused to pay the sums owing or any  
2 part thereof, and there is now due, owing and unpaid from MLG to Alteryx the sum of at  
3 least \$235,823.23 together with interest accruing thereon at the legal rate.

4 **PRAYER FOR RELIEF**

5 **WHEREFORE**, based on the foregoing, Alteryx prays for relief as follows:

- 6 1. For damages in an amount subject to proof at trial, but in no event less than  
7 \$235,823.23;
- 8 2. For allowable interest at the legal rate;
- 9 3. For punitive damages;
- 10 4. For reasonable attorneys' fees to the extent recoverable by contract, law, or  
11 statute;
- 12 5. For costs of suit; and
- 13 6. For such further and other relief as the Court deems just and proper.

14 **DEMAND FOR JURY TRIAL**

15 Alteryx hereby demands a jury trial on each and every cause of action set forth  
16 herein.

17  
18 Dated: March 11, 2024

SNELL & WILMER L.L.P.

19  
20 By: 

21 Jeffrey M. Singletary  
22 Justin F. Mello  
23 Attorneys for Alteryx, Inc.  
24  
25  
26  
27  
28

# EXHIBIT D

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Jeffrey M. Singletary (#233528); Justin F. Mello (#329514) Snell & Wilmer, L.L.P. 600 Anton Blvd., Suite 1400, Costa Mesa, CA 92626 TELEPHONE NO.: 714.427.7000 FAX NO.: 714.427.7799 EMAIL ADDRESS: jsingletary@swlaw.com; jmello@swlaw.com ATTORNEY FOR (Name): Alteryx, Inc.		FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE STREET ADDRESS: <del>780 Civic Center Drive West</del> North Justice Center MAILING ADDRESS: <del>780 Civic Center Drive West</del> sb 1275 North Berkeley Avenue CITY AND ZIP CODE: <del>Santa Ana, CA 92701</del> Fullerton, CA 92832 BRANCH NAME: <del>Central Justice Center</del>		
CASE NAME: Alteryx, Inc. v. Morning Law Group, P.C., et al.		
<b>CIVIL CASE COVER SHEET</b> <input checked="" type="checkbox"/> <b>Unlimited</b> (Amount demanded exceeds \$35,000) <input type="checkbox"/> <b>Limited</b> (Amount demanded is \$35,000 or less)	<b>Complex Case Designation</b> <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	CASE NUMBER: <b>30-2024-01385115-CU-BC-NJC</b> JUDGE: Judge Nathan Vu DEPT.:

Items 1–6 below must be completed (see instructions on page 2).

1. Check <b>one</b> box below for the case type that best describes this case:		
<b>Auto Tort</b> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b> <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) <b>Non-PI/PD/WD (Other) Tort</b> <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) <b>Employment</b> <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	<b>Contract</b> <input checked="" type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) <b>Real Property</b> <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <b>Unlawful Detainer</b> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <b>Judicial Review</b> <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	<b>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)</b> <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <b>Enforcement of Judgment</b> <input type="checkbox"/> Enforcement of judgment (20) <b>Miscellaneous Civil Complaint</b> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <b>Miscellaneous Civil Petition</b> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)

2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- |  |  |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties   | d. <input type="checkbox"/> Large number of witnesses  |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence   | f. <input type="checkbox"/> Substantial postjudgment judicial supervision  |
3. Remedies sought (check all that apply): a. ☒ monetary b. ☐ nonmonetary; declaratory or injunctive relief c. ☒ punitive
4. Number of causes of action (specify): Five
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: March 11, 2024

Justin F. Mello

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

<b>NOTICE</b> <ul style="list-style-type: none"><li>Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.</li><li>File this cover sheet in addition to any cover sheet required by local court rule.</li><li>If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.</li><li>Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.</li></ul>		Page 1 of 2
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# INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

**To Plaintiffs and Others Filing First Papers.** If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the Civil Case Cover Sheet contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

**To Parties in Rule 3.740 Collections Cases.** A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

**To Parties in Complex Cases.** In complex cases only, parties must also use the Civil Case Cover Sheet to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

## CASE TYPES AND EXAMPLES

### Auto Tort

Auto (22)—Personal Injury/Property Damage/Wrongful Death  
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

### Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)  
Asbestos Property Damage  
Asbestos Personal Injury/Wrongful Death  
Product Liability (*not asbestos or toxic/environmental*) (24)  
Medical Malpractice (45)  
Medical Malpractice—

Physicians & Surgeons  
Other Professional Health Care Malpractice

Other PI/PD/WD (23)  
Premises Liability (e.g., slip and fall)  
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)  
Intentional Infliction of Emotional Distress  
Negligent Infliction of Emotional Distress  
Other PI/PD/WD

### Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)  
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)  
Defamation (e.g., slander, libel) (13)  
Fraud (16)  
Intellectual Property (19)  
Professional Negligence (25)  
Legal Malpractice  
Other Professional Malpractice (*not medical or legal*)  
Other Non-PI/PD/WD Tort (35)

### Employment

Wrongful Termination (36)  
Other Employment (15)

### Contract

Breach of Contract/Warranty (06)  
Breach of Rental/Lease  
Contract (*not unlawful detainer or wrongful eviction*)  
Contract/Warranty Breach—Seller Plaintiff (*not fraud or negligence*)  
Negligent Breach of Contract/Warranty  
Other Breach of Contract/Warranty  
Collections (e.g., money owed, open book accounts) (09)  
Collection Case—Seller Plaintiff  
Other Promissory Note/Collections Case  
Insurance Coverage (*not provisionally complex*) (18)  
Auto Subrogation  
Other Coverage  
Other Contract (37)  
Contractual Fraud  
Other Contract Dispute

### Real Property

Eminent Domain/Inverse Condemnation (14)  
Wrongful Eviction (33)  
Other Real Property (e.g., quiet title) (26)  
Writ of Possession of Real Property  
Mortgage Foreclosure  
Quiet Title  
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

### Unlawful Detainer

Commercial (31)  
Residential (32)  
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

### Judicial Review

Asset Forfeiture (05)  
Petition Re: Arbitration Award (11)  
Writ of Mandate (02)  
Writ—Administrative Mandamus  
Writ—Mandamus on Limited Court Case Matter  
Writ—Other Limited Court Case Review  
Other Judicial Review (39)  
Review of Health Officer Order  
Notice of Appeal—Labor Commissioner Appeals

### Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)  
Construction Defect (10)  
Claims Involving Mass Tort (40)  
Securities Litigation (28)  
Environmental/Toxic Tort (30)  
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

### Enforcement of Judgment

Enforcement of Judgment (20)  
Abstract of Judgment (Out of County)  
Confession of Judgment (*non-domestic relations*)  
Sister State Judgment  
Administrative Agency Award (*not unpaid taxes*)  
Petition/Certification of Entry of Judgment on Unpaid Taxes  
Other Enforcement of Judgment Case

### Miscellaneous Civil Complaint

RICO (27)  
Other Complaint (*not specified above*) (42)  
Declaratory Relief Only  
Injunctive Relief Only (*non harassment*)  
Mechanics Lien  
Other Commercial Complaint Case (*non-tort/non-complex*)  
Other Civil Complaint (*non-tort/non-complex*)

### Miscellaneous Civil Petition

Partnership and Corporate Governance (21)  
Other Petition (*not specified above*) (43)  
Civil Harassment  
Workplace Violence  
Elder/Dependent Adult Abuse  
Election Contest  
Petition for Name Change  
Petition for Relief From Late Claim  
Other Civil Petition

# EXHIBIT E

**SUMMONS**  
**(CITACION JUDICIAL)**

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)

**NOTICE TO DEFENDANT:**

**(AVISO AL DEMANDADO):**

MORNING LAW GROUP, P.C., a California Professional Corporation; and  
DOES 1-10, inclusive,

**YOU ARE BEING SUED BY PLAINTIFF:**

**(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

ALTERYX, INC., a Delaware Corporation,

**NOTICE!** You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

**¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es):

CASE NUMBER:  
(Número del Caso):

30-2024-01385115-CU-BC-NJC

Orange County Superior Court

~~XXXXXX Center Drive XXXX~~

~~Santa Ana, CA 92706~~

~~Central Justice Center~~

North Justice Center

1275 North Berkeley Avenue

Fullerton, CA 92832

Judge Nathan Vu

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Jeffrey M. Singletary (#233528); Justin F. Mello (#329514)

Snell & Wilmer, L.L.P.

600 Anton Blvd., Suite 1400, Costa Mesa, CA 92626 Tel: 714.427.7000

DATE: 03/11/2024 DAVID H. YAMASAKI, Clerk of the Court

(Fecha)

Clerk, by  
(Secretario)

, Deputy  
(Adjunto)

S. Berry

S. Berry

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]



**NOTICE TO THE PERSON SERVED:** You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):
3. ☐ on behalf of (specify):  
under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)  
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)  
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)  
☐ other (specify):
4. ☐ by personal delivery on (date):

# EXHIBIT F

<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE</b> STREET ADDRESS: 1275 N. Berkeley Ave MAILING ADDRESS: 1275 N. Berkeley Ave CITY AND ZIP CODE: Fullerton 92838 BRANCH NAME: North Justice Center PLAINTIFF: Alteryx, Inc. DEFENDANT: Morning Law Group, P.C. Short Title: ALTERYX, INC. VS. MORNING LAW GROUP, P.C.	FOR COURT USE ONLY <b>FILED</b> SUPERIOR COURT OF CALIFORNIA COUNTY OF ORANGE  <b>Mar 14, 2024</b> Clerk of the Superior Court By: <b>S. BERRY</b> , Deputy
<b>NOTICE OF HEARING CASE MANAGEMENT CONFERENCE</b>	CASE NUMBER: 30-2024-01385115-CU-BC-NJC

Please take notice that a(n), Case Management Conference has been scheduled for hearing on 08/15/2024 at 08:30:00 AM in Department N15 of this court, located at North Justice Center.

**Plaintiff(s)/Petitioner(s) to provide notice to all defendant(s)/respondent(s). Parties who file pleadings that add new parties to the proceeding must provide notice of the Case Management Conference to the newly added parties.**

**IMPORTANT:** Prior to your hearing date, please check the Court's website for the most current instructions regarding how to appear for your hearing and access services that are available to answer your questions.

Civil Matters - <https://www.occourts.org/media-relations/civil.html>

Probate/Mental Health - <https://www.occourts.org/media-relations/probate-mental-health.html>

Appellate Division - <https://www.occourts.org/media-relations/appeals-records.html>

**IMPORTANTE:** Antes de la fecha de su audiencia, visite el sitio web de la Corte para saber cuáles son las instrucciones más actuales para participar en la audiencia y tener acceso a los servicios disponibles para responder a sus preguntas.

Casos Civiles - <https://www.occourts.org/media-relations/civil.html>

Casos de Probate y Salud Mental - <https://www.occourts.org/media-relations/probate-mental-health.html>

División de apelaciones - <https://www.occourts.org/media-relations/appeals-records.html>

**QUAN TRỌNG:** Trước ngày phiên tòa của quý vị, vui lòng kiểm tra trang mạng của tòa án để biết những hướng dẫn mới nhất về cách ra hầu phiên tòa của quý vị và tiếp cận những dịch vụ hiện có để giải đáp những thắc mắc của quý vị.

Vấn Đề Dân Sự - <https://www.occourts.org/media-relations/civil.html>

Thủ Tục Di Chúc/Sức Khỏe Tinh Thần - <https://www.occourts.org/media-relations/probate-mental-health.html>

Ban phúc thẩm - <https://www.occourts.org/media-relations/appeals-records.html>

Clerk of the Court, By: S. Berry, Deputy

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE**

North Justice Center  
1275 N. Berkeley Ave  
Fullerton 92838

**SHORT TITLE:** ALTERYX, INC. VS. MORNING LAW GROUP, P.C.

**CLERK'S CERTIFICATE OF SERVICE BY MAIL**

CASE NUMBER:  
**30-2024-01385115-CU-BC-NJC**

I certify that I am not a party to this cause. I certify that a true copy of the above Notice of Hearing has been placed for collection and mailing so as to cause it to be mailed in a sealed envelope with postage fully prepaid pursuant to standard court practices and addressed as indicated below. The certification occurred at Fullerton, California, on 03/14/2024. Following standard court practice the mailing will occur at Sacramento, California on 03/15/2024.

Clerk of the Court, by: S. Berry, Deputy

SNELL & WILMER L.L.P.  
600 ANTON BOULEVARD # STE 1400  
COSTA MESA, CA 92626-7689

# EXHIBIT G

POS-015

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): <b>Jeffrey M. Singletary (#233528); Justin F. Mello (#329514)</b> <b>Snell &amp; Wilmer, L.L.P.</b> <b>600 Anton Blvd., Suite 1400</b> <b>Costa Mesa, CA 92626</b> TELEPHONE NO: <b>714.427.7000</b> FAX NO. (Optional): <b>714.427.7799</b> E-MAIL ADDRESS (Optional): <b>jsingletary@swlaw.com; jmello@swlaw.com</b> ATTORNEY FOR (Name): <b>Alteryx, Inc.</b>	FOR COURT USE ONLY
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE</b> STREET ADDRESS: <b>1275 North Berkeley Avenue</b> MAILING ADDRESS: <b>1275 North Berkeley Avenue</b> CITY AND ZIP CODE: <b>Fullerton, CA 92832</b> BRANCH NAME: <b>North Justice Center</b>	
PLAINTIFF/PETITIONER: <b>Alteryx, Inc.</b>  DEFENDANT/RESPONDENT: <b>Morning Law Group, P.C., et al.</b>	
<b>NOTICE AND ACKNOWLEDGMENT OF RECEIPT—CIVIL</b>	CASE NUMBER: <b>30-2024-01385115-CU-BC-NJC</b>

TO (insert name of party being served): Morning Law Group, P.C., a California Professional Corporation

#### NOTICE

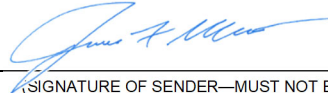
The summons and other documents identified below are being served pursuant to section 415.30 of the California Code of Civil Procedure. Your failure to complete this form and return it within 20 days from the date of mailing shown below may subject you (or the party on whose behalf you are being served) to liability for the payment of any expenses incurred in serving a summons on you in any other manner permitted by law.

If you are being served on behalf of a corporation, an unincorporated association (including a partnership), or other entity, this form must be signed by you in the name of such entity or by a person authorized to receive service of process on behalf of such entity. In all other cases, this form must be signed by you personally or by a person authorized by you to acknowledge receipt of summons. If you return this form to the sender, service of a summons is deemed complete on the day you sign the acknowledgment of receipt below.

Date of mailing: March 15, 2024

Justin F. Mello

(TYPE OR PRINT NAME)

►   
(SIGNATURE OF SENDER—MUST NOT BE A PARTY IN THIS CASE)

#### ACKNOWLEDGMENT OF RECEIPT

This acknowledges receipt of **(to be completed by sender before mailing):**

- ☒ A copy of the summons and of the complaint.
- ☒ Other (specify): Summons; Alteryx, Inc.'s Complaint for: (1) Breach of Contract; (2) Breach of the Implied Covenant of Good Faith and Fair Dealing; (3) Promissory Estoppel; (4) Fraudulent Inducement; and (5) Common Count—Goods and Services Rendered, DEMAND FOR JURY TRIAL; Civil Case Cover Sheet; Notice of Hearing Case Management Conference; Alternative Dispute Resolution (ADR) Information Package

**(To be completed by recipient):**

Date this form is signed: **March 23, 2024**

William A. Delgado, on behalf of MLG, P.C.

TYPE OR PRINT YOUR NAME AND NAME OF ENTITY, IF ANY,  
ON WHOSE BEHALF THIS FORM IS SIGNED)

►   
(SIGNATURE OF PERSON ACKNOWLEDGING RECEIPT, WITH TITLE IF  
ACKNOWLEDGMENT IS MADE ON BEHALF OF ANOTHER PERSON OR ENTITY)